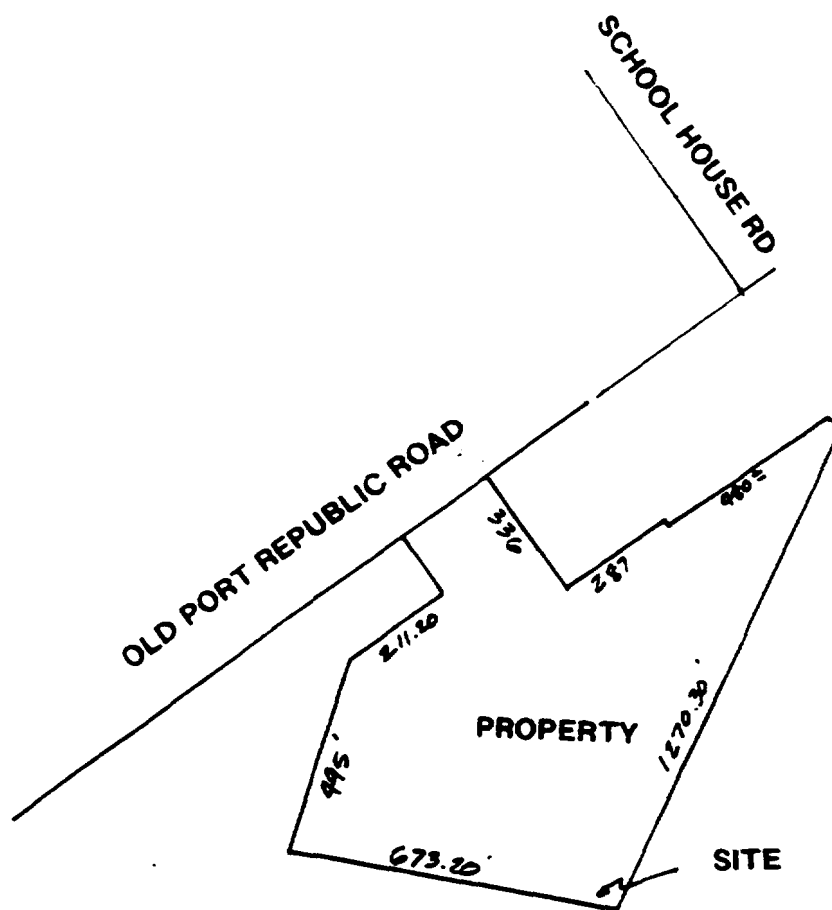


LEGAL: BLOCK 1171 LOT 22.01

GALLOWAY TOWNSHIP, NEW JERSEY



← NORTH

SCALE 1"=400'±

S 71° 03' 04" W 336 α

TO OLD PORT
REPUBLIC RD

SECRET

Block 1171
Lot 22.01
Area: 16.78 acres
(Vacant, wooded ground)

REC'D FILE
AREA

WOOD GRINDER

ASPHALT / CONCRETE
GRINDER

← NORTH

SCALE 1"=100'±

LEASED PREMISES

AM 139719

21.7 Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

21.8 Heirs, Successors. This Lease shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors in interest, successors in title and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be duly executed as of the date first above written.

Witness or Attest:

Lessor:

David Gilliam

By: Elizabeth J. Martin

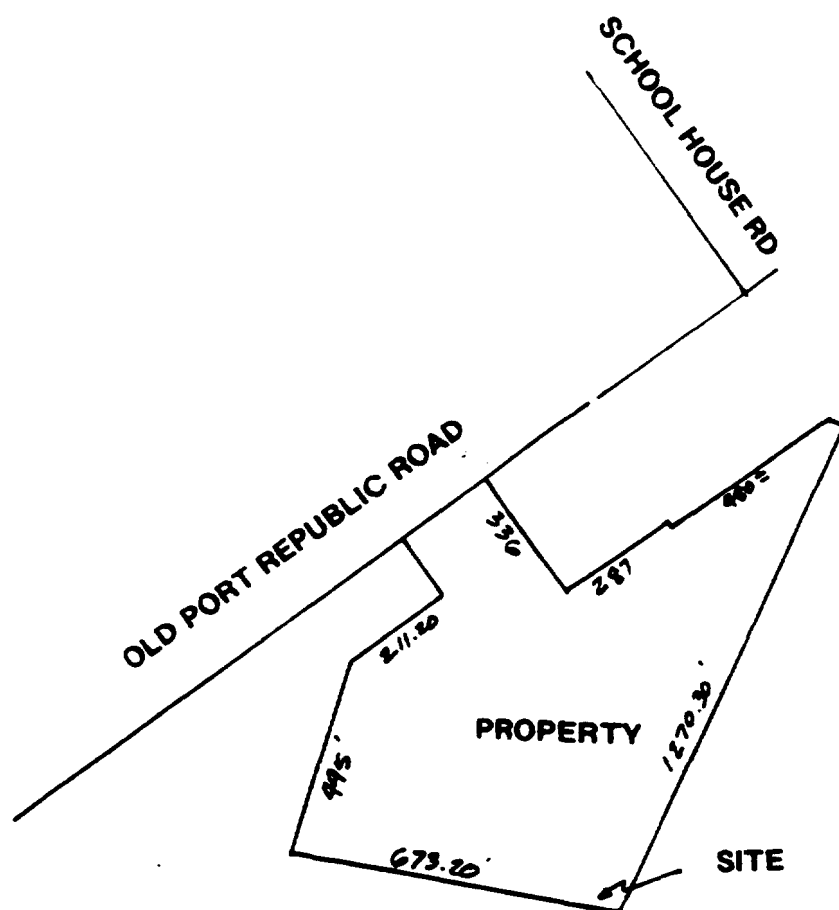
ELLIS THOMPSON CORPORATION
Lessee

By: Ellis Thompson
Pres.

U

LEGAL: BLOCK 1171 LOT 22.01

GALLOWAY TOWNSHIP, NEW JERSEY

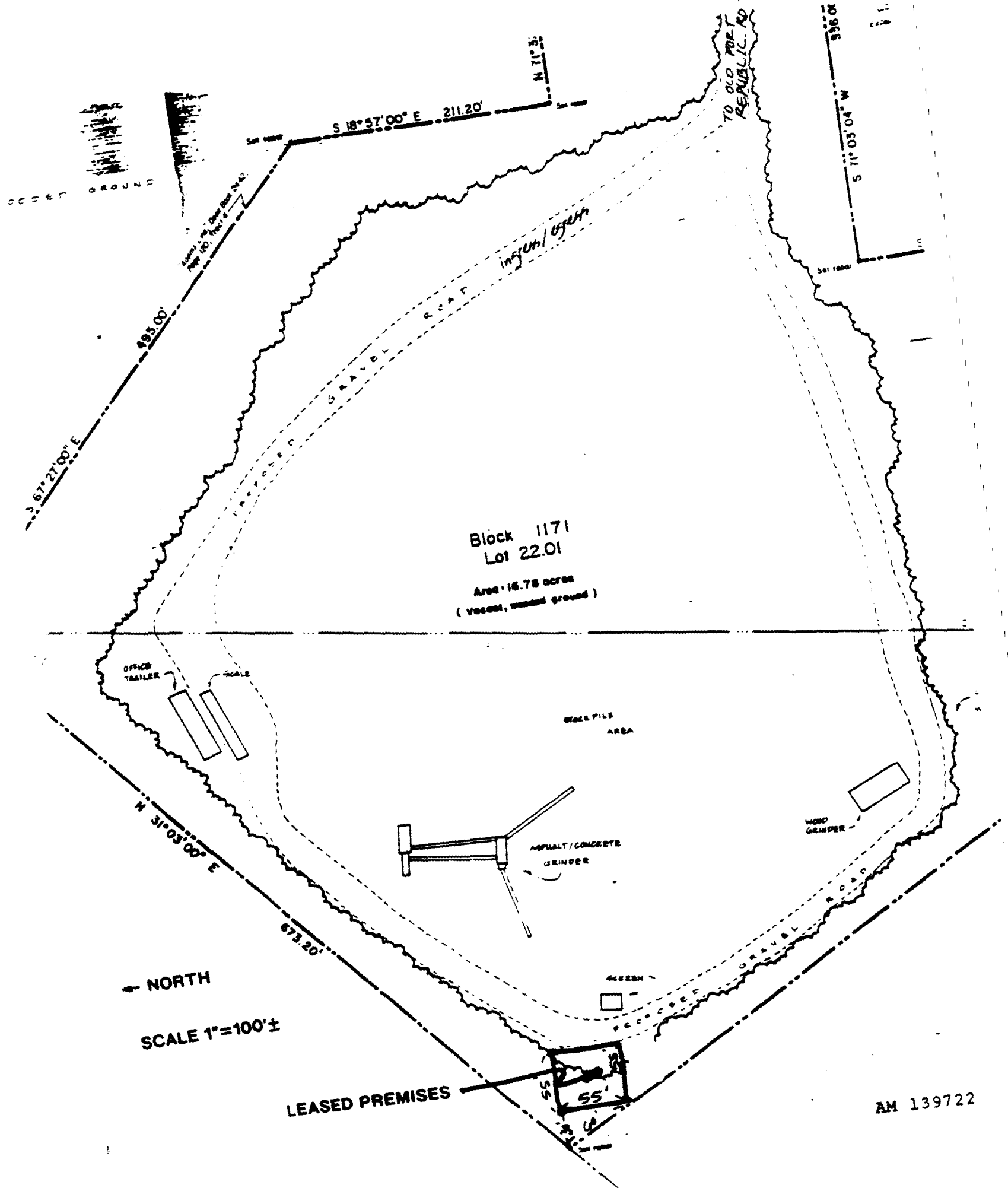


← NORTH

SCALE 1"=400'±

AM 139721

EXHIBIT B



Tuckahoe 44

ORIGINAL

COMMUNICATIONS SITE LEASE AGREEMENT

THIS LEASE AGREEMENT made as of this 15th day of August, 1994 by and between the TOWNSHIP OF UPPER, a body politic and corporate having an address c/o Township Clerk, Township Hall, Tuckahoe, New Jersey 08250 ("LESSOR"), and ELLIS THOMPSON CORPORATION, an Oregon corporation with a place of business at 480 E. Swedesford Road, Wayne, Pennsylvania 19087 ("LESSEE").

W I T N E S S E T H:

WHEREAS:

A. Lessor is the owner in fee simple of certain real property located in the Township of Upper, County of Cape May and State of New Jersey, as more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property"); and

B. Lessee desires to lease a portion of the Property from Lessor and to construct thereon a communications tower and a modular telecommunications building, all as depicted on Exhibit B attached hereto and incorporated herein by reference; and

C. Lessor and Lessee desire to enter into this Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. DEMISE

1.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that portion of the Property more particularly described on Exhibit B (the "Premises") attached hereto and made a part hereof and grants to Lessee the right to construct thereon a modular telecommunications equipment building (the "Building") and a lattice tower one hundred eighty (180) feet in height (the "Tower"), all upon the terms and conditions herein contained.

1.2 Lessee shall have the right, at its own cost and expense, to survey the Premises. If such survey reveals any discrepancies with Exhibit B, the survey shall control and this Lease shall be amended accordingly.

1.3 Lessor hereby grants to Lessee a nonexclusive easement during the Term (as hereinafter defined) for ingress and egress to the Premises upon and across the Property and the adjacent properties, if any, of Lessor, including all roads and drives located or to be located thereon, for the movement of men, machinery, vehicles and equipment for the purpose of constructing, operating, repairing and maintaining the Tower and the Building. Such access for operation, repair and maintenance

AM 139723

shall be on a 24-hour a day, 365 days a year basis. Lessee shall also have the right in common with others to use any parking spaces, roads and driveways located on the Property which are nearby the Premises. Lessor agrees that Lessor shall not have access to the Premises at any time during the Term (hereinafter defined), other than for the purpose of maintaining, repairing and/or replacing Lessor's Equipment (hereinafter defined).

1.4 During the Term, Lessee shall also have the right to use the Property and the adjacent properties of Lessor, if any, for providing electric, telephone, water, sewer and other utility services to the Premises, all of which services are to be connected, installed and maintained by Lessee at Lessee's sole cost and expense. Lessor hereby agrees to execute and deliver whatever easements may be necessary to the utility companies providing such service.

1.5 It is acknowledged that the Premises forms a part of the property commonly known as the "Public Works Yard" of the Township of Upper. The Premises may be suitably fenced by Lessee, at Lessee's expense, and Lessee shall have the exclusive use and enjoyment of the Premises. Lessee's rights of ingress and egress and other rights over the Property and any other property of Lessor shall be as set forth in this Lease.

2. TERM AND RENEWALS

2.1 The original term of this Lease (the "Original Term") shall be for five (5) years. The Original Term shall commence on the first day of the calendar month following commencement of construction by Lessee of the Improvements, provided that a certificate of occupancy, if required by applicable law, has been issued for the Premises.

2.2 Lessee shall have the option to renew the Original Term for three (3) additional five (5) year terms (each a "Renewal Term" and, collectively, the "Renewal Terms"), upon the same terms and conditions set forth herein, except for the adjustment to rental which is described in paragraph 3.2 below. The Original Term, as extended by the Renewal Terms, is herein referred to as the "Term". This Lease shall automatically be renewed for each successive Renewal Term, unless Lessee shall notify Lessor of Lessee's intent not to renew this Lease no later than ninety (90) days prior to the expiration of the then current term. Absent such notice by Lessee, the Term shall automatically renew without the necessity of any notice from Lessee to Lessor.

3. RENTAL

3.1 The annual base rental for the Original Term shall be the sum of Twelve Thousand Dollars (\$12,000.00).

3.2 The annual base rental for each year of the Renewal Terms shall be as follows:

The annual base rental during each Renewal Term shall be equal to the annual base rental payable hereunder during the immediately preceding five-year term increased by the lesser of (a) the percentage increase which occurred in the Index between the first and last months of such preceding term and (b) twenty-five percent (25%), but in no event less than \$1,200.00. The Index shall be the Consumer Price Index - All Urban Consumers (CPI-U) (All Items) for Philadelphia-Wilmington-Trenton, PA-DE-NJ-MD, published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. Lessor shall notify Lessee in writing of the annual base rent for each Renewal Term, showing the calculation thereof. Until Lessee receives such notice, Lessee shall continue to pay annual base rent at the rate for the previous term. Beginning with the next due monthly installment of annual base rent after Lessee's receipt of such notice, Lessee shall pay annual base rent at the new rate. Lessee shall include in its first payment of annual base rent at the new rate the amount of any deficiency resulting from its payment of monthly installments of annual base rent for the current Renewal Term at the rate for the previous term.

3.3 All rental payments for the Original Term and Renewal Terms shall be made in equal monthly installments, in advance, on the first day of each calendar month.

3.4 As additional rent, Lessee shall pay to Lessor any and all increases in real estate taxes with respect to the Property which are directly attributable to the Improvements placed on the Property by Lessee. As a condition precedent to its right to receive such payment, Lessor agrees to promptly furnish proof of any such increases to Lessee including true copies of the real property tax bills rendered to Lessor. Lessee shall have the right to appeal any such taxes in its own name or that of Lessor.

4. USE

4.1 Lessee shall have the right to use the Premises for the purpose of constructing, installing, maintaining and operating a communications facility together with other uses involving the transmission and/or receiving of radio and microwave signals and uses incidental thereto, or for any other use as may be permitted by applicable law.

4.2 Lessee may construct on the Premises at Lessee's sole cost and expense the Tower, with cellular antennas and microwave dishes thereon and appurtenances, the Building and appurtenant facilities, signs, and perimeter chain link or similar security fence, all in accordance with applicable laws. All of the foregoing are sometimes herein collectively referred to as the

"Improvements". Lessee shall be solely responsible for obtaining all Federal, State, County and local approvals, licenses, resolutions, variances, zoning permits, certificates, including but not limited to a certificate of occupancy, if necessary, and such other permits (collectively the "Permits") as are necessary to construct, operate and maintain the Improvements.

4.3 Lessee shall, at its own expense, maintain the Improvements, other than Lessor's Equipment, in a safe condition, in good order and repair.

4.4 Lessee agrees that it shall, at the request of Lessor, and at Lessee's sole cost and expense, relocate Lessor's existing radio antennae presently located on one or more towers in the Public Works Yard ("Lessor's Equipment") to the Tower and Lessee further agrees to permit Lessor's Equipment to remain on the Tower without cost or expense to Lessor, except as set forth herein.

5. CONTINGENCIES FOR THE BENEFIT OF LESSEE

5.1 Commencement of the Term is conditioned and contingent upon Lessee's obtaining all Permits after the execution of this Lease, as well as, but not limited to, satisfactory soil boring and engineering tests, which will permit Lessee to use the Premises and Tower as above described. Lessor hereby grants Lessee permission to commence such tests. Such permission shall be effective upon the execution of this Lease, and does not constitute commencement of construction.

5.2 Lessor shall fully cooperate with Lessee in its effort to obtain the Permits, including but not limited to joining in the execution of any applications or documents as may be necessary in such regard. The costs shall be borne by Lessee exclusive of the time spent by Lessor in assisting with this process. Lessor shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee. In the event that any of the applications for the Permits shall be finally rejected or denied or the soil boring or engineering tests are found to be unsatisfactory such that Lessee determines in its sole discretion that the Premises is unusable for its intended purposes, then Lessee shall have the right to terminate this Lease upon notice to Lessor, whereupon there shall be no further liability to either party, except that any prepaid rentals shall be immediately returned to Lessee.

5.3 Prior to the commencement of the Term, Lessee shall have the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of Lessee's choice. If in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which would adversely affect Lessee's use of the Premises or Lessee's ability to obtain leasehold financing, Lessee shall have the right to cancel this Lease upon written notice to Lessor, whereupon there

shall be no further liability to either party, except that any prepaid rentals shall be immediately returned to Lessee.

6. TAXES

6.1 Lessor shall pay all real property taxes assessed upon the Property.

6.2 Lessee shall pay all personal property taxes assessed upon the Improvements, other than Lessor's Equipment, as well as any increase in real property taxes as described in paragraph 3.4, above.

7. INSURANCE

7.1 Lessor and Lessee shall each obtain and keep in effect throughout the Term, an insurance policy or policies, providing general public liability insurance against claims for personal injury (including death) and property damage in a blanket amount of not less than \$3,000,000 per occurrence. Lessee shall also maintain fire and extended coverage insurance on the Building.

7.2 At the request of either party, the such party shall be named as an additional insured on the other party's liability policy. If requested by the other party, but not more than annually, each party shall provide the other with evidence that the insurance required by paragraph 7.1 is in effect.

7.3 Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a "causes of loss special" insurance policy with an extended coverage endorsement.

8. REPAIR AND MAINTENANCE

8.1 Lessor shall keep and maintain the Property and Lessor's Equipment in good order and repair. Lessor shall be responsible for snow and ice removal from the Property.

8.2 Lessee shall keep and maintain the Premises and the Improvements, other than Lessor's Equipment, in good order and repair.

9. UTILITIES

9.1 Lessee shall be responsible at its sole cost and expense for bringing utilities to the Building and causing an electric meter to be installed. Lessor shall be responsible for the installation of a separate meter for Lessor's Equipment.

9.2 Lessee shall pay for all electricity used at the Premises by Lessee, as well as for the power needed to operate the Improvements, other than Lessor's Equipment. All other

utility services shall be furnished by and at the sole cost and expense of Lessor.

10. REMOVAL OF TOWER AND EQUIPMENT; SURRENDER

10.1 It is expressly acknowledged and agreed that the Tower and the Building are and shall remain the personal property of Lessee, removable and replaceable at any time and from time to time by Lessee, notwithstanding any physical annexation thereof to the Premises.

10.2 At the expiration or earlier termination of the Term, Lessee shall remove the Building and, at Lessee's election, either (a) remove the Tower, or (b) offer to convey the Tower to Lessor without warranty, of any kind, for \$1.00. If Lessor elects not to purchase the Tower, Lessee shall remove it at Lessee's sole cost and expense. Subject to the terms of this paragraph 10.2, upon termination or expiration of this Lease, Lessee shall surrender the Premises to Lessor in the condition in which it presently is except for reasonable wear and tear, and damage by fire or other casualty. If Lessee remains on the Property after termination of this Lease, Lessee shall be deemed to be a month-to-month tenant and shall pay rent at the then existing monthly rate, until such time as the removal of the Tower, if applicable, and the equipment is completed.

10.3 In the event of the removal of the Tower by Lessee, Lessee agrees, at Lessee's sole cost and expense for the benefit of Lessor, to (i) install a replacement tower (the "Replacement Tower"), which is similar to the existing tower or towers which Lessor is using as of the commencement of this Lease and (ii) relocate Lessor's Equipment from the Tower to the Replacement Tower, also at Lessee's sole cost and expense. By this paragraph, it is the express intention of the parties that in the event of a removal of the Tower, that Lessor's use of Lessor's Equipment will be restored to the same condition as it enjoyed at the commencement of the term of this Lease and that such restoration will be accomplished at the cost of Lessee and without any cost to Lessor.

11. QUIET ENJOYMENT

11.1 Lessor covenants, represents and agrees that Lessor is the owner of the Property free and clear of all liens and encumbrances, and has the full right, power and authority to enter into, execute and deliver this Lease. Further, if applicable, the undersigned individuals represent that they are corporate officers or partners of Lessor, as applicable, and have the right, power and authority to bind Lessor.

11.2 Lessor covenants and agrees that Lessee, on paying the rent and performing the conditions and covenants herein, shall and may peaceably and quietly have, hold and enjoy the Premises and the rights herein granted for the Term.

12. MANAGEMENT OF SITE ENGINEERING

12.1 Lessor agrees to eliminate, without cost to Lessee, any interference to Lessee's operation caused by Lessor or anyone holding under Lessor in a timely manner after oral notice thereof. If such interference cannot be eliminated within a reasonable length of time, after oral notice thereof, Lessor shall cease or shall require the party causing the interference to cease using the equipment which is causing the interference except for short tests necessary for the elimination of the interference.

12.2 Lessee agrees not to interfere with radio transmission or reception equipment properly located on the Property, provided that such equipment is actually in place as of the date of this Lease. If Lessee should cause such measurable interference, Lessee shall eliminate it in a timely manner. Lessee agrees to include the provisions of this paragraph 12.2 in all future leases for users of the Tower.

12.3 Lessor agrees not to erect any structure within or on the Property or other property owned by Lessor which will interfere with the operation of the Improvements.

12.4 If the interference with Lessee's operation is not promptly resolved, Lessee shall have all rights at law or in equity, including but not limited to the right to terminate this Lease upon thirty (30) days notice to Lessor.

13. COMPLIANCE WITH LAWS

13.1 Lessee covenants and agrees to comply with all applicable governmental laws, rules, regulations and orders respecting the Improvements, other than Lessor's Equipment, and its use thereof, including, but not limited to, those of the Federal Communications Commission (the "FCC"), the New Jersey Department of Environmental Protection and Energy (the "DEPE") and the United States Environmental Protection Agency (the "EPA").

13.2 Lessor covenants and agrees to comply with all applicable governmental laws, rules, regulations and orders respecting the Property and Lessor's Equipment, including, but not limited to, those of the FCC, the DEPE and the EPA. Lessor represents that the Property and Lessor's Equipment are presently in compliance with all such laws, rules, regulations and orders.

13.3 Lessor and Lessee each hereby covenant and agree to indemnify and save the other harmless from and against any and all loss and damage that the other may suffer or sustain as a result of a breach of the covenants or representations set forth in this Article 13.

14. INDEMNIFICATION

14.1 Lessee hereby agrees to indemnify and hold Lessor harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Premises and the Improvements, other than Lessor's Equipment, by Lessee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the Tower by Lessee and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Lessor, or its servants, agents or invitees.

14.2 Lessor hereby agrees to indemnify and hold Lessee harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Property (excluding the Premises) and the Tower, by Lessor, its servants, agents or invitees, and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of Lessee, or its servants, agents or invitees.

15. DEFAULT

15.1 If Lessee defaults in the payment of base rent, or any additional rent, or defaults in the performance of any other covenants or conditions herein contained, Lessor may give written notice of such default, and if Lessee does not cure any rent default within thirty (30) days of such notice or within sixty (60) days of such notice of nonmonetary default (or if such nonmonetary default is of a nature that it cannot be completely cured within sixty (60) days, if Lessee does not commence remedial action within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than fifteen (15) days written notice to Lessee, and on the date specified in said notice, Lessee's right to possession of the Premises shall cease, and Lessee shall quit and surrender the Premises to Lessor and this Lease shall terminate as of such termination date, subject, however, to Lessee's right to remove the Tower and the Building as provided in paragraph 10.2, above.

15.2 Lessor shall also have any and all other rights and remedies as may be provided in law or equity in the event Lessee defaults hereunder and fails to cure such default within the applicable grace period provided for in paragraph 15.1.

15.3 In the event Lessor defaults in any of its covenants and obligations hereunder, Lessee shall provide Lessor with notice thereof, and Lessor shall have a reasonable time under the circumstances to cure such default. If Lessor fails to cure such default, Lessee shall have any and all rights and remedies available to it as may be provided in law or equity.

AM 139730

16. TERMINATION OF LEASE BY LESSEE

This Lease may be terminated by Lessee at any time during the term of this Lease or any renewals thereof, without any penalty or further liability, upon thirty (30) days written notice to Lessor upon the occurrence of any of the following:

(a) Lessee is unable to obtain or maintain any Permit as described in paragraph 4.2; or (b) the Property, the Tower or the Premises is or becomes unacceptable under the Lessee's design or engineering specifications for Lessee's tower facilities or communications systems; or (c) Lessee determines that the Premises is not appropriate for Lessee's operations for economic reasons; or (d) Lessee's license to operate is revoked, removed or suspended; or (e) the Improvements, the Tower, or any material portion thereof, is damaged or destroyed by fire or other casualty; or (f) any governmental entity having jurisdiction determines that a change in the location of the Tower is required (notice of which proceeding or matter shall be promptly given by Lessor or Lessee to the other).

17. CONDEMNATION

If a condemning authority takes all of the Premises or the Property, or a portion sufficient in Lessee's determination to render the Premises or Tower unsuitable for the use which Lessee was then making thereof, this Lease shall terminate and be of no further force or effect as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises. Sale of all or part of the Property to a purchaser with the power of eminent domain under the threat of condemnation shall be treated as a taking by condemnation under this paragraph.

18. ASSIGNMENT

18.1 Lessor may assign this Lease upon written notice to Lessee and said assignee will be responsible to Lessee for the performance of all the terms and conditions of this Lease.

18.2 Lessor agrees that Lessee may assign all rights, benefits, duties and obligations under this Lease by giving Lessor written notice. If such assignment is made, Lessee shall be relieved of all future liabilities hereunder and Lessor shall look solely to such assignee for the performance of this Lease after assignment.

18.3 Lessee shall have the right to grant licenses to others to use the Improvements and to use and enjoy the rights and easements herein granted to Lessee.

19. [INTENTIONALLY DELETED]

20. MEMORANDUM OF LEASE

Upon request, Lessor agrees to execute a memorandum of this Lease in recordable form which Lessee may record in the recording office of the County in which the Property is located.

21. MISCELLANEOUS

21.1 Entire Agreement. This Lease contains all agreements, promises and understandings between Lessor and Lessee. No verbal or oral agreements, promises or understandings shall be binding upon either Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the parties.

21.2 Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

21.3 Notices. All notices hereunder, in order to be effective, must be in writing (unless otherwise expressly provided for herein), and shall be given by either certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Lessor: c/o Township Clerk
Township Hall
Tuckahoe, New Jersey 08250

To Lessee: 480 E. Swedesford Road
Wayne, Pennsylvania 19087
Attention: Vice President of
Engineering

with a copy to: Comcast Corporation
480 East Swedesford Road
Wayne, PA 19087
Attention: General Counsel

21.4 Lien. Lessor hereby waives any statutory landlord's lien that it may have respecting the Improvements.

21.5 Estoppel. Either party shall, from time to time, on not less than ten (10) days' prior written request by the other, execute, acknowledge and deliver a written statement certifying that this Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which rentals have been paid; and whether or not to the best knowledge of the party delivering the estoppel the other party is in default hereunder, and if so, specifying the nature of the

default. It is intended that any such statement may be relied upon by the requesting party's prospective purchaser, mortgagee, subtenant or assignee.

21.6 Subordination and Nondisturbance. Lessee agrees that this Lease shall be subordinated to any mortgage or deed of trust now or hereafter in force encumbering the Premises. Lessor shall, as an express condition to Lessee's agreement to subordinate this Lease to any mortgage or other encumbrance hereafter placed upon the Property, obtain a nondisturbance agreement, in recordable form, executed by Lessor and by the holder of such mortgage or other encumbrance providing that the holder of such mortgage or other encumbrance shall not disturb Lessee's possession under this Lease in the event of foreclosure, transfer in lieu thereof, or other enforcement proceedings, provided that Lessee shall not be in default hereunder. Lessor shall use its best efforts to obtain, within thirty (30) days after the execution of this Lease by Lessee, a nondisturbance agreement, in recordable form, containing the aforesaid provisions and executed by Lessor and by the holders of any existing mortgages.

21.7 Legal Fees. The prevailing party in any litigation arising hereunder shall be entitled to recover its reasonable attorneys' fees and court costs, including appeals, if any.

21.8 Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

21.9 Heirs, Successors. This Lease shall be binding upon the parties hereto, their respective heirs, executors,

administrators, successors in interest, successors in title and assigns.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Lease Agreement to be duly executed as of the date first above written.

Lessor:

TOWNSHIP OF UPPER, a body politic and corporate

Barker A Long
Municipal Clerk

By: *[Signature]*

Name:

Title: *Mayor*

Lessee:

ELLIS THOMPSON CORPORATION, an Oregon corporation

By: *[Signature]*

Name:

(Vice) President

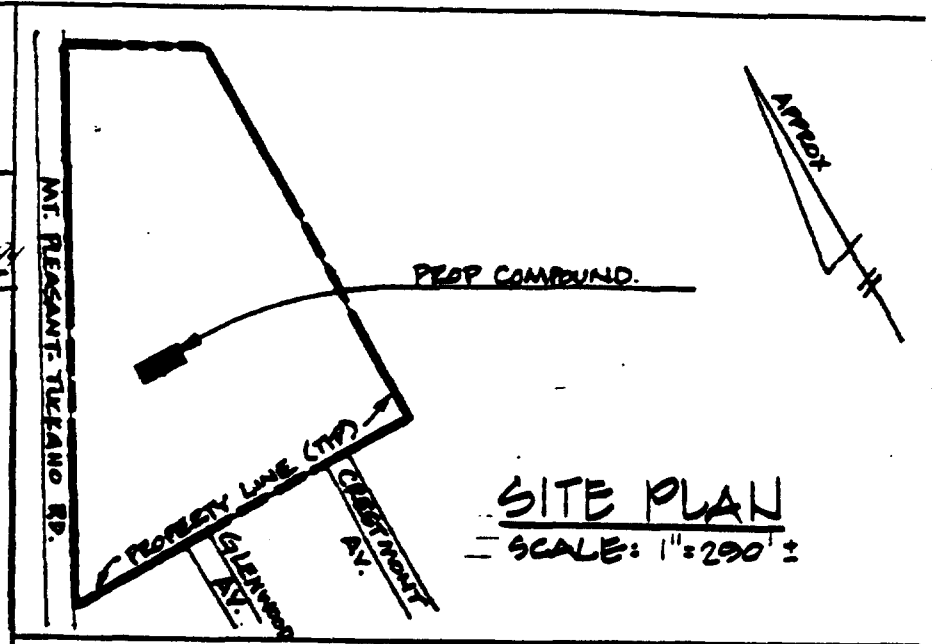
AM 139734

APPROVED BY:

METROPHONE: _____ DATE: _____

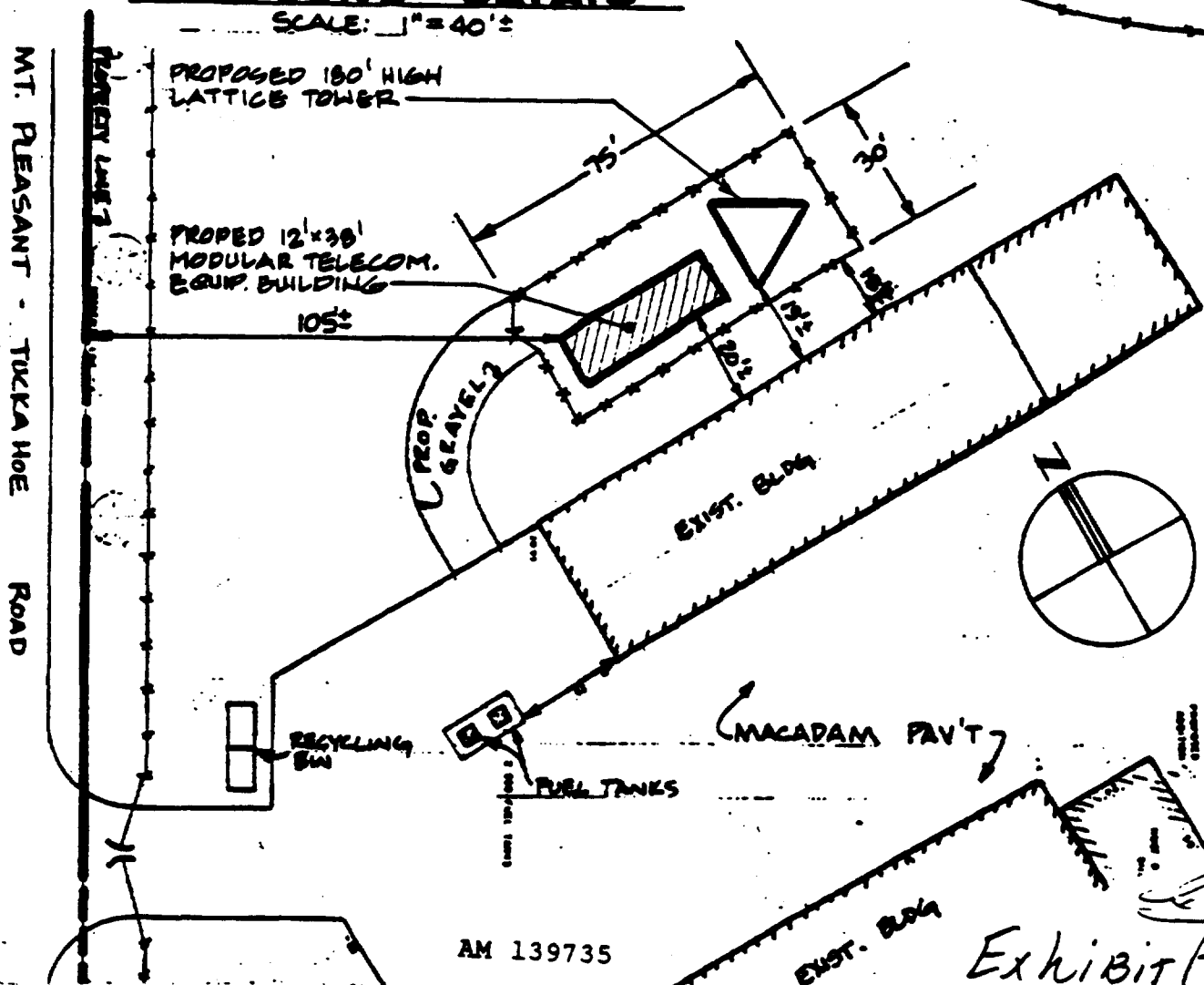
LESSOR: WLA

DATE: 6/29/94



COMPOUND DETAIL

SCALE: 1"=40'±



Juengert
Grutzmacher
Harkness, P.A.

PROJECT TITLE

LEASE EXHIBIT

PROJECT #
96494-010A

DATE
4-25-94



COMCAST METROPHONE

SITE NAME

TUCKAHOE

ADDRESS

MT. PLEASANT AND

TUCKAHOE ROAD

TWP. OF UPPER, NJ

GC#14 Rio Grande

Final Draft: 10/21/88

TOWER LICENSE AGREEMENT

THIS LICENSE has been executed this _____ day of _____, 1988, between LIGHTHOUSE BROADCASTING COMPANY, a Delaware Corporation, hereinafter known as "LICENSOR", and ELLIS THOMPSON CORPORATION, hereinafter known as "LICENSEE".

BACKGROUND

WHEREAS, Licensor is the owner of a 300' tower ("TOWER") located at Old Rio Grande (Route 47) & Garden State Parkway, Rio Grande, New Jersey, North Latitude: 39° 00' 33" and West Longitude: 74° 52' 13".

WHEREAS, Licensor is the Lessee of a certain parcel of land on which the tower is located, in addition to the space already in use for the tower and Building, owned by Wildwood Canadian Campground, Inc., a Delaware Corporation, pursuant to a Lease Agreement dated November 30th, 1987; and is prepared to lease a requisite additional parcel of land from Wildwood Canadian, a 12' x 25' portion of which Licensor intends to sub-lease to Licensee, pursuant to this Tower License Agreement.

WHEREAS, Licensee, Ellis Thompson, is the holder of an FCC Construction Permit (CP) "to Construct and Operate a Domestic Public Cellular Radio Telecommunications System on Frequency Block A in Atlantic City, New Jersey MSA", and has placed the above-referenced Construction Permit, FCC File No. 14261-CL-P-134-A-86, into an entity known as Ellis Thompson Corporation, a legally valid Corporation doing business in the State of New Jersey.

WHEREAS, Licensee desires to utilize the above-referenced Tower, along with the above-referenced adjacent 12' x 25' parcel of land for construction, installation and operation of a Cellular Mobile Telephone Cell Site to be known as the "Rio Grande Cell".

NOW, THEREFORE, the parties, intending to be legally bound hereby and in consideration of the terms, provisions and covenants herein contained, do agree as follows:

DEFINITIONS:

As used in the LICENSE, the following words have the meanings herein specified, unless the context otherwise connotes:

- (a) "COMMENCEMENT DATE" shall mean October 15, 1988.
- (b) "LICENSOR" means the Owner of the Tower, Lighthouse Broadcasting Company.
- (c) "LICENSE" means this instrument, as originally executed or as it may, from time to time, be modified or amended;
- (d) "LICENSE PERIOD" means a period of approximately one hundred & ten (110) consecutive months commencing on the Commencement Date of the Initial Term of this License or any five year renewal period thereof;
- (e) "LICENSEE" means ELLIS THOMPSON CORPORATION, its successors and assigns, as well as the owner at any time of the interest of Licensee under this License;
- (f) "TENANT" means any other user or broadcaster now or hereafter on the Tower and may, where the context so indicates, include the Licensor;

(g) "INTERFERENCE WITH A BROADCASTING ACTIVITY" means (a) a condition existing which constitutes "interference" within the meaning of the provisions of the recommended practices of the Electronics Industry Association ("EIA") as well as the rules and regulations of the Federal Communications Commission ("FCC") then in effect, or (b) there exists a material impairment of the quality of either the sound or picture signals of a broadcasting service area of such activity of any Tenant on the Tower in a material portion of the broadcast service area of such activity as such area is or may be permitted by the FCC at any time during the period of such activity, as compared to that which were obtained prior to Licensee's commencement of or alterations to their operations from the Tower;

(h) "PREMISES" means certain real property including a 300' tower owned by Licensor and a parcel of land and building leased or to be leased by Licensor, a legal description of which is attached hereto as Exhibit "G".

(i) "EQUIPMENT" means the equipment as more specifically detailed on EXHIBIT "A" attached hereto.

(j) "CELL SITE" means a portion of Licensor's Tower, Licensee's Equipment Shelter, sometimes referred to as Licensee's Building or merely Building, and Licensee's Equipment, all of which is sometimes hereinafter referred to as Licensee's Facilities.

SECTION 1. USE AND AVAILABILITY OF TOWER

(a) Licensor hereby grants Licensee the right to install the Equipment which is specifically detailed on EXHIBIT "A". The location of such Equipment on the Tower is as specifically set forth on EXHIBIT "B" attached hereto and made a part hereof. At all times Licensee shall be the owner of the personal property detailed on Exhibits A & B, and such property shall not constitute a fixture.

(b) Licensor warrants that tower has the structural integrity to accommodate Licensee's non-microwave antennas and transmission lines at approximately the 270' foot level.

(c) Subject to space availability on the tower, in the event Licensee desires to install microwave or similar "dishes" on the tower, Licensee will be responsible for paying all costs attendant to the following:

(i) A Structural Analysis of the tower by a reputable structural engineer whose credentials are acceptable to Licensor.

(ii) If and as required by above-referenced Analysis, "beefing up" the tower, guy cables and foundations.

SECTION 2. EQUIPMENT SHELTER

(a) Subject to requisite Municipal approvals, and Licensor's obtaining additional leased ground from Wildwood Canadian, Licensor hereby grants to Licensee the exclusive use of a designated parcel of land on which to construct Licensee's own Building, not to exceed 12' x 25', or 300 square foot exterior dimensions, plus fencing area to be mutually determined.

(b) Licensee shall have the exclusive right in common only with Licensor to have access to its Facilities including, without limitation, the right at any time to enter the Building to repair, maintain, inspect or replace the Equipment serving the Licensee. However, Licensee must give Licensor prior notice of its intention to install and/or service any of its Equipment on the Tower, and such servicing shall be done only by qualified personnel approved by Licensor, and in possession of requisite insurance certificates. Such approval will not be unreasonably withheld. (See EXHIBIT "F")

It is understood that, other than Licensor and approved personnel of Licensee, access to Licensee's Building will be strictly prohibited. If Township consent can be obtained, Licensor will permit

Licensee, at Licensee's sole expense, to erect security fencing around Licensee's Building. Plans for such fencing to be approved by Licensor. Such approval not to be unreasonably withheld.

(c) Licensor will provide Licensee with sufficient parking facilities at said Premises.

(d) During the term hereof, Licensee shall be solely responsible for the repair and maintenance, both structural and non-structural, of Licensee's Building. Repair shall include replacement. Licensor shall maintain the access roads leading to the Tower and structure(s), and shall keep same free and clear of all debris, weed growth and snow.

SECTION 3. INTERFERENCE WITH A BROADCASTING ACTIVITY

(a) Licensee shall conduct its broadcasting activities in accordance with all FCC regulations, and sound engineering practices, and shall cooperate to the fullest extent with other tenants and Licensor, so as to anticipate any interference with a broadcasting activity of any and all tenants installed prior to Licensee's Commencement Date. In the event the use of Licensee's Equipment results in interference with the broadcasting activities of any licensee installed prior to Commencement Date of this License, Licensee shall be so notified and shall take immediate steps to correct such interference. Failure of Licensee to do so within thirty (30) days of such notice shall constitute a material breach of this Agreement and Licensee hereby authorizes Licensor to take whatever steps are necessary to prevent or correct such interference in the event of Licensee's failure to promptly do so.

(b) Licensee shall comply with any conditions which the FCC and/or any other governmental authority may impose with respect to the installation and/or operation of Licensee's antennas, transmission lines, transmitters, switching gear, or any other Equipment which Licensee may install on/or adjacent to the Tower and Building pursuant to this Agreement; and shall pay for all legal, engineering and other expenses incident hereto.

(c) Effective with the Commencement Date of this License, Licensor will neither make nor allow changes or installations to be made on the Tower, related facilities, or facilities of other Tenants, which will impair or interfere in any way with Licensee's signal or broadcast operations. In the event such interference to Licensee's signal or operations does occur, Licensor shall be so notified and shall take immediate steps to correct such interference. Failure of Licensor to do so within thirty (30) days of such notice shall constitute a material breach of this Agreement and Licensee shall be entitled to equitable relief upon any breach hereof, including the right to terminate this License without penalty.

Due to the complex nature of Licensee's frequency usage, Licensor agrees to give Licensee advance notice of any new frequency proposed to operate from subject tower. If it can be shown that such frequency will cause impairment to Licensee's operations, Licensor will either not license such frequency on subject tower, or will guarantee non-interference. The latter option will be implemented only with prior written approval of Licensee's technical department. Such approval not to be unreasonably withheld or delayed.

(d) Licensee will bear the full cost of resolving all local consumer Radio and Television Interference complaints as may arise from the operations of Licensee's facilities. Licensee will also provide Licensor with procedures to be followed in the event consumer complaints are directed to Licensor on Radio and Television Complaints from private citizens in the area around the Tower.

(e) Licensee shall also bear the cost of purchase and installation of any necessary filter devices as may be necessary to reduce intermodulation products caused by the collocation of Licensee's and pre-installed Tenant's facilities, to at least those levels presently required by FCC regulations. Should future

regulations, or litigation with outside parties require that said products be reduced further, Licensee shall bear full cost of purchase and installation of additional filters for both facilities.

(f) Licensee agrees that all equipment has been inspected to determine if any components in the equipment (i.e., capacitors, transformers, or load resistors) are oil filled. If any oil filled components are discovered, the Licensee shall provide letters of verification either from the equipment manufacturer or the manufacturer of the oil filled components, indicating that said components do not contain Poly Chlorinated Biphenyls (PCBs). No equipment or components containing PCBs will be allowed on the Licensor's Premises without express written approval.

(g) Licensor warrants that it will not permit future licensees who may install subsequent to the commencement date of this Agreement, to cause physical or electronic interference with the frequency and normal operations of Licensee. To the extent that Licensee's operations are not within its licensed parameters, this protection from co-located interference will not be applicable.

Licensor further specifically and exclusively grants frequency protection to Licensee for all present and future channels granted by the Federal Communications Commission in the non-wireline category of Cellular mobile telephone operations.

SECTION 4. REPLACEMENT OF EXISTING EQUIPMENT, as described and depicted on EXHIBIT "A"

Should any future modification, change, replacement, addition or improvement be required by Licensee with respect to any aspect of the installation or type of Equipment installed in Licensee's Building, such modification, change, replacement, addition or improvement may be made without consent of Licensor. All additions (and/or deletions) to Licensee's Equipment mounted on the Tower will be governed by the tower's structural constraints, the License Fee Schedule contained in EXHIBIT "E", and may be made only upon written consent of Licensor, which consent shall not be unreasonably withheld.

Any change of equipment must be accomplished within the then existing loads and stress parameters of the Tower structure. Upon completion, Licensee shall furnish Licensor with a comprehensive report by a mutually acceptable and fully qualified authority. The completion report shall confirm that installation was performed in precisely the manner and with the equipment to which consent was given, without any change whatsoever (unless such change had the prior written consent of Licensor).

SECTION 5. COMPLIANCE WITH THE LAW AND MAINTENANCE OF TOWER AND BUILDING

(a) Licensee shall comply with all applicable laws, rules and regulations, township, local, state and federal, in connection with the installation, maintenance, use and operation of its Equipment.

(b) Licensor shall comply with all applicable laws, rules and regulations, local, state and federal, in connection with its maintenance of the Premises including, without limitation, the Tower. In furtherance thereof, Licensor shall maintain the Tower in a good state of repair and in good operating condition, including lighting as required by the FAA and the FCC, and the furnishing of reasonable security, and shall comply with the standard set in the most current version of the "EIA" Standard RS-222A, "Structural Standard for Steel Antenna Tower and Antenna Supporting Structures".

(c) Licensor shall conduct periodic routine Tower inspections and any such other inspections as may be required in order to comply with all aforesaid laws, rules, regulations and standards. Licensor shall require such reports to be in writing stating the checks made, discrepancies found, and maintenance recommended.

SECTION 6.

TERM AND RENEWAL OPTION

(a) Subject to the terms and conditions hereof including Exhibit "E" attached hereto, the Term of this License shall commence October 15, 1988, and expire December 31, 1997. There will be one (1), five (5) year renewal period, exercisable in writing from Licensee to Licensor, not later than June 1, 1997.

(b) Licensor leases the PREMISES pursuant to a lease agreement (the "Primary Lease") dated November 30, 1987 with Wildwood Canadian Campground, Inc. (the "Landlord"), a true, correct and complete copy of which is attached hereto as Exhibit "H". Licensor represents and warrants to Licensee that the Primary Lease has not been amended and is in full force and effect as of the date hereof.

The parties agree that Licensor will negotiate with the Landlord to lease additional land as contemplated by this License Agreement and to obtain Landlord's approval of this License pursuant to Article 12 of the Primary Lease.

Licensor agrees to give Licensee immediate notice of any notice delivered to Licensor pursuant to Articles 8, 9 or 10 of the Primary Lease. Upon receipt of such notice, Licensee shall have the right to cure any default contained in such notice if Licensor fails to promptly undertake such cure. In the event Licensee cures any such default, Licensee's costs and expenses, to effect such cure including attorney's fees and expenses shall be credited against all License Fees hereunder.

Licensor further agrees to exercise the option granted in Article 13 of the Primary Lease upon request by Licensee.

SECTION 7.

LICENSE FEE

Fees for the Facilities covered by this License are reflected on EXHIBIT "E".

License Fees will be payable monthly, in advance, to TOWER ECONOMICS COMPANY, INC., 2015 Stone Ridge Lane, Villanova, Pa. 19085.

SECTION 8.

PRE-PAYMENT/SECURITY DEPOSIT

Licensee shall pay to Licensor, in advance, the License Fee for the last month of the License Term.

Licensee, in addition to other monies payable in advance hereunder, shall deposit with Licensor, the equivalent of one month's License Fee as a Security Deposit. Said Security Deposit shall be held by Licensor, without liability or interest, as security of the faithful performance by Licensee of all terms, covenants and conditions of this License Agreement by Licensee to be kept and performed during the term (or renewal term) of this Agreement, and will be returned to Licensee at the expiration of this Agreement, if Licensee has faithfully performed as required herein.

SECTION 9.

CANCELLATION PRIVILEGE

Notwithstanding anything herein to the contrary, during the "Construction Period" defined as eighteen (18) months commencing June 24, 1988, in the event the Federal Communications Commission (FCC) revokes, rescinds, withdraws or cancels the Construction Permit referred to in the third WHEREAS clause of this Agreement, this Agreement shall immediately terminate upon thirty (30) days prior written notice by Licensee. Licensor shall retain all security deposits as provided herein.

SECTION 10.

ADDITIONAL LICENSE FEES

(a) Definitions - for the purpose of this Section.

(1) "BASE YEAR" shall mean calendar year 1989.

(2) "BASE FEE" shall mean the fixed annual minimum fee for each year during the Initial Term of this License and extensions thereof.

(3) "TAXES" shall mean real estate taxes, special land extraordinary assessments, the governmental levies imposed upon or with respect to the Tower and the land, and structures of which the Tower and the Building(s) are a part, and any similar tax imposed in addition to, in substitution for, or in lieu of such Taxes.

(4) "INSURANCE" shall refer to liability, casualty insurance, fire insurance with extended coverage or any other usual insurance coverage maintained by Licensor and in effect on the Tower on the first day of the Base Year.

(5) "MAINTENANCE" shall mean, but not necessarily be limited to, the cost of tower member adjustments, painting, lighting, inspections, bolt tightening, and replacements of the foregoing during the term of this License. Excluded from the above are alterations to the tower which are specifically earmarked to create additional capacity for handling a greater number of tower tenants.

(6) "SECURITY" shall mean the cost of supplemental fencing, alarm systems, security patrol guard service to prevent vandalism, sabotage, labor violence, etc., should same be required by circumstances existing at any time during the term of this License.

(7) "PRO-RATA SHARE" shall be determined at the commencement of each year during the term of this License and shall mean the percentage of Licensee's annual minimum fee to the total annual minimum fee then due Licensor from all Tenants or users of the Tower including Licensee, over comparable periods of time. The determination of Licensee's Pro-rata Share shall be calculated upon the assumption that Licensor's fee is equal to that of Licensee.

(b) Commencing with the 1990 calendar year and continuing through the term hereof, Licensee shall pay as Additional Fees for each License Year, its Pro-rata Share of the increase, if any, of the total amount paid by Licensor for Taxes, Insurance, Maintenance and Security for the Base Year.

(c) The payment of the Additional Fee shall be made in a lump sum following the end of each applicable fiscal year, within sixty (60) days after the presentation of a bill from Licensor to Licensee, accompanied by a certification as to the amount due prepared by Licensor, and such other documentation as may be reasonably necessary to enable Licensee to determine the accuracy of the payment.

(d) Notwithstanding subsections (a) to (c), no Additional Fee shall be due for the period through December 31, 1989 and thereafter, Licensee's Pro-rata Share shall not exceed 25%, as defined in paragraphs 3, 4, 5 & 6 above, as long as Licensee's equipment complement remains substantially the same as it was on Commencement Date.

SECTION 11. UTILITIES

Licensee shall pay for the installation of and service from all utilities used by Licensee on the Premises, including but not limited to, electricity, and telephone service. Licensee shall make such payment directly to either the utility company or supplier of such utility. (See Exhibit "E", Paragraph "E".)

Subject to approval of Township authorities and Licensor, Licensee may install an emergency power generator, however, the generator must be located outside Licensee's Building in a position to be designated by Licensor. No above ground fuel tanks shall be permitted. Additional rent for such additional space shall be negotiated.

SECTION 12.

CONDEMNATION

(a) Any condemnation of any parts of the Premises not preventing enjoyment of Licensee's rights hereunder shall have no effect on this License. If such enjoyment is adversely affected, there will be an equitable adjustment of license fees, and in any case, Licensors shall collect entire award, and shall carry out any physical restoration of the balance of the Premises required to continued exercise of Licensee's rights hereunder.

(b) If such condemnation prevents enjoyment of Licensee's rights hereunder, this License shall be terminated and parties shall be free to make and prosecute claims against condemning authority for their respective damages.

SECTION 13.

SALES, ASSIGNMENTS, CANCELLATION PRIVILEGES

(a) If Licensors shall sell or otherwise dispose of the Premises or Tower, Licensors shall thereafter be automatically freed and relieved of all liability on the part of Licensors contained in this License thereafter to be performed, provided that upon such conveyance the grantee shall expressly assume, subject to the limitations of this section, all the covenants, agreements and conditions in this License contained, to be performed on the part of Licensors, it being intended that the covenants and agreements contained in this License on the part of Licensors shall, subject to the aforesaid, be binding on Licensors, its successors and assigns, only during and with respect to their respective successive periods of ownership.

(b) Notwithstanding anything to the contrary contained herein, if (i) the FCC broadcast license to operate the Rio Grande Cell is transferred or (ii) the control of Licensee's facilities is transferred as the result of the transfer of all or substantially all of its assets or the transfer of more than 50% of its equity interest, Licensee or the successor or transferee from the License of the assets thereof or the aforesaid License must transfer this License Agreement to new Licensee with all terms and conditions remaining intact. Such transfer is subject to transferee having first obtained the consent of the appropriate Federal agencies to become the assignee of the broadcast license, and assumes all of the obligations of Licensee hereunder.

Notwithstanding the foregoing, Licensee may assign its rights under this Agreement to a current equity interest holder without Licensors' prior written consent.

In all other respects, if License is not terminated, the terms and provisions of this License shall remain in force and effect, and unmodified except that Licensee shall have no further options to terminate this License pursuant to Sections 9 and 13.

SECTION 14.

EQUIPMENT AND TRADE FIXTURES

Licensee may from time to time, upon receipt of prior written consent of Licensors, which consent may not be unreasonably withheld, during the term of this License, install equipment and trade fixtures of various kinds and descriptions in its Building for the purpose of serving a growing customer count. At the termination or expiration of this License or extensions thereof, Licensee shall be entitled to remove any and all of such equipment and trade fixtures. Licensors shall have the right to require Licensee, within sixty (60) days after the expiration of the term, to remove any or all such equipment and trade fixtures, at Licensee's sole expense.

In the event Licensee fails to remove Licensee's Equipment or trade fixtures within sixty (60) days of the expiration or sooner termination of this Agreement, and subject to the then current rental payments, any or all of Licensee's Equipment or trade fixtures not so removed shall, at Licensors' option, become the exclusive property of Licensors or be disposed of by Licensors, at Licensee's sole cost and expense, without further notice to or demand upon Licensee. If Licensee's Equipment or trade fixtures are not